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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

ETHAN BROWN, individually, and on behalf of other members of the general public similarly situated, Plaintiff, vs. YOUNG MEN'S CHRISTIAN ASSOCIATION OF SILICON VALLEY, a California corporation; and DOES 1 through 10, inclusive, Defendants.	Case No. 20CV362508 Assigned to the Hon. Theodore C. Zayner **[~~PROPOSED~~] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT** Date: September 3, 2025 Time: 1:30 p.m. Place: Department 19 Complaint Filed: January 31, 2020 Trial Date: None Set

The above-entitled action comes on for hearing before the Honorable Theodore C. Zayner on September 3, 2025, at 1:30 p.m. in Department 19. The Court now issues its ruling as follows:

I. Introduction

This is a putative class and representative action arising from alleged wage and hour violations. On January 31, 2020, plaintiff Ethan Brown began this action by filing a Class Action Complaint against Defendant Young Men's Christian Association of Silicon Valley ("Defendant"). On April 20, 2020, Plaintiff filed the operative First Amended Class Action Complaint ("FAC") setting forth causes of action as follows: (1) unpaid overtime; (2) unpaid minimum wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) non-complaint wage statements and failure to maintain payroll records; (6) wages not timely paid upon termination; (7) failure to timely pay wages during employment; (8) failure to provide reporting time pay; (9) unreimbursed business expenses; (10) civil penalties pursuant to the Private Attorneys General Action ("PAGA"), Labor Code, section 2698, *et seq.*; (11) unlawful business practices in violation of Business and Professions Code section 17200, *et seq.*; (12) unfair business practices in violation of Business and Professions Code section 17200, *et seq*.

The parties have reached a settlement. On December 6, 2024, the Court issued an order granting Plaintiff's motion for preliminary approval of the settlement. Now before the Court is Plaintiff's unopposed motion for final approval of the settlement.

II. Legal Standard

A. Class Action

Generally, "questions whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 234-235 (*Wershba*), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

> In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

(*Wershba, supra*, 91 Cal.App.4th at pp. 244-245, internal citations and quotations omitted.)

In general, the most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of factors depending on the circumstances of each case. (*Wershba*, *supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Ibid.*, citation and internal quotation marks omitted.)

> The burden is on the proponent of the settlement to show that it is fair and reasonable. However "a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small."

(*Wershba*, *supra*, 91 Cal.App.4th at p. 245, citation omitted.)

B. PAGA

Labor Code section 2699, subdivision (s)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639.)

Like its review of class action settlements, the Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77.) It must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 ["when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public …."], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O'Connor*).)

The settlement must be reasonable considering the potential verdict value. (See *O'Connor, supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-cv-02198-EMC) 2016 WL 5907869, 2016 U.S. Dist. LEXIS 140759, at *20-24.)

III. Terms and Administration of Settlement

This case has been settled on behalf of the following class:

> [A]ll persons who were employed by Defendant in non-exempt positions and worked on-stie at the Work Locations in the State of California at any time during the Class Period.

The Class Period the period from January 31, 2016 through the Release End Date (the date of preliminary approval or June 4, 2024, whichever is earlier). "Work Locations'" means Defendant's locations at: (a) Central, (b) East Valley, (c) El Camino, (d) East Palo Alto, (e) Mt. Madonna, (f) Northwest, (g) Palo Alto, (h) Sequoia, (i) South Valley, and (j) Southwest. The settlement also includes a subset group of PAGA Members defined as "all persons who were employed by Defendant in non-exempt positions and worked on-site at the Work Locations in the State of California at any time during the PAGA Period [from February 13, 2019, through the Release End Date]."

Defendant will pay a gross settlement amount of $3,500,000. The gross settlement amount is subject to an escalator clause and includes attorney fees of up to one-third of the total (i.e., $1,166,667), litigation costs not to exceed $30,000, a PAGA allocation of $200,000 (75 percent of which will be paid to the LWDA and 25 percent of which will be paid to PAGA Employees as individual PAGA payments), an incentive award of $20,000; and settlement administration expenses not to exceed $30,000. The net settlement amount will be distributed to participating class members on a pro rata basis according to the number of workweeks they were employed by Defendant. Individual PAGA payments will be distributed on a pro rata basis according to the number of workweeks worked during the PAGA period.

The agreement states that individual settlement payment checks remaining uncashed more than 180 days after mailing will be void and the funds from those checks will be distributed to the Justice Gap Fund as the designated *cy pres* recipient pursuant to Code of Civil Procedure, section 384. The court approves the designated *cy pres* recipient.

In exchange for the settlement, the Class Members agree to release Defendant, and related entities and persons, from all claims that were, or reasonably could have been, alleged based on the facts pleaded in the FAC occurring during the Class Period. Aggrieved Employees agree to release Defendant, and related entities and persons, from all claims for PAGA civil penalties that were alleged based on facts pleaded in the FAC and the LWDA notice. The release provisions are appropriately tailored to the factual allegations of the operative pleading. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

The parties engaged CPT Group, Inc. ("CPT") as the settlement administrator. On April 30, 2025, Defendant delivered class data to CPT. (See Declaration of Regina Culter on behalf of CPT ("Cutler Decl."), ¶ 3.) On June 2, CPT mailed class notices to the 5,103 Class Members identified in the Class List. (*Id.* at ¶ 4.) The deadline to request an exclusion or submit a written objection was July 17, 2025. (*Ibid.*) As of the date of Ms. Cutler's declaration, August 7, 2025, CPT has received seven requests for exclusion and one objection. (*Id.* at ¶¶ 6-7, Ex. A.) The individual objecting to the settlement does not state an objection to the terms of the settlement but rather expresses disapproval that any action has been brought against the Defendant. Thus, Ms. Bulter's declaration indicates that CPT has not received any substantive objections to the terms of the settlement agreement now before the Court. CPT estimates the average class settlement payment will be approximately $402.30. (*Id.* at ¶ 8.) The notice process has now been completed.

At preliminary approval, the court found the settlement to be fair and reasonable. Given that there are no substantive objections to the terms of the settlement, it finds no reason to deviate from that finding now. Accordingly, the court finds that the settlement is fair and reasonable for purposes of final approval.

IV. Enhancement Awards, Attorney Fees and Costs

Plaintiff requests an enhancement award of $20,000. (Motion, p. 11:17-22.)

> The rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class. An incentive award is appropriate if it is necessary to induce an individual to participate in the suit. Criteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. These "incentive awards" to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit.

(*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal punctuation and citations omitted.)

As the Court addressed in its order approving the motion for preliminary approval of the settlement, Plaintiff is asking the Court to approve the negotiated class representative enhancement/general release payment of $20,000. Plaintiff asserts this amount is for his service on behalf of the settlement class, the risks he took in bringing his representative claims, and for a general release of all claims arising out of his employment with Defendant. (Motion, p. 14:6-9.) Plaintiff has provided a declaration describing his participation in this action, which has included gathering documents and communicating with his attorneys. (Declaration of Ethan Brown, ¶¶ 4-16.) Defendant took Plaintiff's deposition, which lasted a full day, and Plaintiff had to take the day off work. (*Id.* at ¶ 11.) Plaintiff believes Defendant terminated him wrongfully, and he agreed to a comprehensive release that encompasses claims for wrongful termination. (*Id.* at ¶¶ 3 and 18.) Plaintiff estimates that he has spent between 50 and 60 hours working on this lawsuit. (*Id.* at ¶ 16.)

The Court agrees that a service award is warranted, but the amount requested is significantly greater than what the Court typically awards in similar situations. The Court understands that Plaintiff participated in a full day deposition and agreed to a broader release that would cover his contention that he was wrongfully terminated, while noting that no such cause of action appears in the initial complaint or operative FAC. After considering the appropriate factors, the Court approves a service award to Plaintiff in the amount of $12,000.

Plaintiff's counsel seeks an attorney fee award of $1,166,667 (i.e., one-third of the gross settlement amount). (Motion, pp. 23:1 – 31:23; Declaration of Raul Perez in Support of Motion for Final

Approval of Class Action and PAGA Settlement ("Perez Decl."), ¶¶ 15-19.) Plaintiff's counsel submits that the lodestar of fees incurred in this action is $596,427.50 based on a total of 738.4 hours billed at reasonable rates ranging from $500-$1,050 per hour. (Perez Decl., ¶ 15.) This results in a multiplier of 1.96, which is within the range of multipliers that courts typically approve. (See *Wershba*, supra, 91 Cal.App.4th at p. 255 ["[m]ultipliers can range from 2 to 4 or even higher"]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to four are typical in common fund cases].)

The benefits achieved by the settlement justify an award of attorney fees to class counsel. The court finds that the requested attorney fee award is reasonable as a percentage of the common fund and approves an attorney fee award in the requested amount.

Plaintiff's counsel requests reimbursement of litigation costs in the amount of $29,391.24 and presents an itemized list supporting that figure. (Perez Decl., ¶ 20.) The court finds the cost reimbursement request to be reasonable and therefore approves an award of litigation costs in the requested amount. The settlement administration costs are also approved in the requested amount of $30,000. (See Cutler Decl., ¶¶ 10-11 and Ex. C.)

V. Conclusion

The motion for final approval of the settlement is GRANTED. Compliance hearing is set for April 8, 2026 at 2:30 p.m. in Department 19.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date September 4, 2025

Hon. Theodore C. Zayner
Santa Clara County Superior Court Judge

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **September 4, 2025,** I served the document described as **[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT** on the interested parties in this actionby sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

Shirley E. Jackson Lathrop GPM LLP 70 South First St San Jose, CA 95113 shirley.jackson@lathropgpm.com	*Attorneys Defendants* YOUNG MEN'S CHRISTIAN ASSOCIATION OF SILICON VALLEY

[ ] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[ ] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[✓] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

[ ] **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **September 4, 2025,** at Los Angeles, California.

Sophia Flores
Type/Print Name

Signature